

DEPARTMENT OF INDUSTRIAL RELATIONS
 Division of Labor Statistics and Research
 455 Golden Gate Avenue, 8th Floor
 San Francisco, CA 94102

MAILING ADDRESS:
 P. O. Box 420603
 San Francisco, CA 94142-0603



**IMPORTANT NOTICE TO AWARDING BODIES AND ALL INTERESTED PARTIES
 REGARDING CHANGES IN THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS**

INTERIM DETERMINATION FOR THE CRAFT OF BRICK TENDER

Locality: San Diego County

Issue Date: December 3, 2003

Expiration date of determination: October 31, 2004** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Division of Labor Statistics and Research for specific rates at (415) 703-4774.

EMPLOYER PAYMENTS

STRAIGHT-TIME

OVERTIME HOURLY RATE

Classification ¹	Basic Hourly Rate	Health and Welfare	Pension	Vacation / Holiday	Training	Other ²	Hours	Total Hourly Rate	Daily	Saturday ³	Sunday/ Holiday
Brick Tender	20.48	3.15	3.16	2.00	0.10	.70	8	29.59	39.83	39.83	39.83
Trainee 1 st Period (0-375 hours)	10.24	3.15	-	-	-	.70	8	14.09	19.21	19.21	19.21
Trainee 2 nd Period (376-750 hours)	11.26	3.15	-	-	-	.70	8	15.11	20.74	20.74	20.74
Trainee 3 rd Period (751-1125 hours)	12.29	3.15	-	-	-	.70	8	16.14	22.285	22.285	22.285
Trainee 4 th Period (1126-1500 hours)	13.31	3.15	-	-	-	.70	8	17.16	23.815	23.815	23.815
Trainee 5 th Period (1501-1875 hours)	14.34	3.15	-	2.00	-	.70	8	20.19	27.36	27.36	27.36
Trainee 6 th Period (1876-2250 hours)	15.36	3.15	-	2.00	-	.70	8	21.21	28.89	28.89	28.89
Trainee 7 th Period (2251-2635 hours)	16.38	3.15	-	2.00	-	.70	8	22.23	30.42	30.42	30.42
Trainee 8 th Period (2636-3000 hours)	17.41	3.15	3.16	2.00	-	.70	8	26.42	35.125	35.125	35.125

Note: This interim determination is applicable to public works projects advertised for bids on or after December 13, 2003.

¹ Each employer will be allowed at least one Brick Tender Trainee. When two (2) or more Brick Tenders are employed on a project, one (1) may be a Brick Tender Trainee. When more than two (2) Brick Tenders are employed, a ratio of no more than 40% Brick Tender Trainees will be permitted.

² Amount is for supplemental dues.

³ Work on Saturday is paid at the straight-time hourly rate unless the hours exceed 8 hours per day or 40 hours per week.

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SCOPE OF WORK PROVISION

FOR

BRICK TENDER:

BRICK TENDER

TRAINEE 1ST PERIOD (0 TO 375 HOURS)

TRAINEE 2ND PERIOD (376 TO 750 HOURS)

TRAINEE 3RD PERIOD (751 TO 1125 HOURS)

TRAINEE 4TH PERIOD (1126 TO 1500 HOURS)

TRAINEE 5TH PERIOD (1501 TO 1875 HOURS)

TRAINEE 6TH PERIOD (1876 TO 2250 HOURS)

TRAINEE 7TH PERIOD (2251 TO 2635 HOURS)

TRAINEE 8TH PERIOD (2636 TO 3000 HOURS)

IN

San Diego County

102-89-2

BRICK, BLOCK AND STONE MASON TENDERS

AGREEMENT

Between

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

LOCAL NO. 89

And the

MASONRY CONTRACTORS ASSOCIATION OF SAN DIEGO

AND IMPERIAL COUNTIES, INC.

May 1, 2002 through April 30, 2005

RECEIVED
Department of Industrial Relations
OCT 14 2003
Div. of Labor Statistics & Research
Chief's Office

Any Employer signing this Agreement in the capacity of a Contractor must hold a current C-29 California State Contractors License which permits such Contractor to perform Masonry Work covered by this Agreement, with the exception of Federal Government Projects not requiring a Contractors License.

DEFINITIONS

"Member of the "MCA" means Employer who is a member of the Masonry Contractors Association of San Diego and Imperial Counties, Inc.

"Independent Employer" means Employer who signs the Brick, Block and Stone Mason Tenders Short Form Agreement agreeing to abide by the terms and conditions of this Agreement.

"Employer" means all Employers bound to or signatory to this Agreement through delegation of their bargaining right to the MCA and all Employers who have independently become signatory to this Agreement by executing the Brick, Block and Stone Mason Tenders Short Form Agreement.

"Employee" means the employed person or persons, performing work covered by this Agreement within the recognized work jurisdiction of the Union, as such jurisdiction is defined in this Agreement.

"Subcontractor" means any person, firm or corporation that agrees under written or oral contract with the Employer or his subcontractor, to perform any work covered by this Agreement, including the operation of equipment, performance of labor, and the furnishing and installation of materials.

ARTICLE I RECOGNITION AND JURISDICTION

- A. The Employer recognizes the Union as the exclusive bargaining representative of all employees whenever employed in San Diego County, and San Clemente Island, California, performing any work within the jurisdiction of the Union as determined by the Laborers' International Union of North America. Persons employed by an Employer shall be hereinafter referred to as "Employee" or "Employees" when performing work as referred to above. This Agreement is a first assignment of the work, as set forth above.
- B. The Union recognizes the MCA as the sole and exclusive bargaining representative of all Employers bound to or signatory to this Agreement.
- C. The MCA will notify the Union, in writing, of additions and/or deletions of their Membership as such occur, throughout the life of this Agreement. Any Employer who may be dropped from said list will have the right to refuse to sign an Agreement as an Independent Employer.
- D. The work jurisdiction covered by this Agreement shall include that work only which has been historically or traditionally or contractually assigned to members of the L.I.U.N.A. in the tending of Brick Masons, including unloading, mixing, handling, and transporting of all material used by the Brick Masons by any mode or method, including forklift and conveyer belt or transporting of

Brick, Block & Stone Mason Agreement

all material used by the Brick Mason from the final point of delivery to the mechanic, whether done manually or by machinery (semi-automatic hoist, grout or mortar mixing or pumping machine) or equipment devised to replace the wheelbarrow or buggy; the unloading, erecting, dismantling, moving of scaffolds; the starting, stopping, fueling, oiling, cleaning, operating and maintenance of all mixers, mortar and grout pump, except for major repair, the handling of grout hoses while grouting, loaders for clean up, and other devices on job site under the directions of the Employer, or his Representative.

E. DUTIES OF A BRICK TENDER:

The handling of brick, mortar, or any other materials, to serve the Brick, Block and Stone or Adobe Mason in any capacity, is the work of the Mason Tenders; building, planking, and dismantling of scaffolds, regardless of height; mixing and tempering mortar, job site mixing of grout for reinforced walls, vibrating or grout in reinforced walls, and cleaning up after the Mason Tender. When foundation work is done by a Masonry Contractor, the terms and provisions of this Agreement shall apply.

After the material has been prepared, tending shall include the supplying and transporting of said material and other materials to such mechanics by bucket, hod, wheelbarrow, buggy, forklift, grout pump, or any other motorized unit used for such purpose.

- F. All work performed in the Employer's warehouses, shops, or yards, which have been particularly provided or set up to handle work in connection with a job or project covered by the terms of this Agreement, and all of the production or fabrication of materials by the Contractor, or Sub-contractor, for use on the project, shall be subject to the terms and conditions of this Agreement.
- G. That if the Employer, Party hereto, shall sub-contract work as defined herein, provisions shall be made in said subcontract for the observance by said subcontractors of the terms of this Agreement.
- H. That a Sub-contractor is defined as any person, firm, or corporation who agrees under the General Contractor or his Sub-contractor to perform on the job site any part or portion of the work covered by the Contract, including performance of labor. It is understood and agreed that if the Employer, Party hereto, shall subcontract work as defined herein, provisions shall be made in said subcontract for the observance of the provisions of this Agreement by the Sub-contractor. The General Contractor shall in every way be responsible for the adherence to the terms of this Agreement by his Sub-contractors.
- I. That the Employer, and his Sub-contractor, subject to the terms of this Article I, shall be wholly unrestricted in the purchase of all materials, supplies and equipment. The Employer, and his Sub-contractor, shall make every reasonable effort to avoid the use of materials, supplies or equipment that will tend to cause any discord or disturbance on the project.
- J. Neither the Contractor nor any of its subcontractors shall perform any work with employees at the site, which comes within the recognized jurisdiction of the Brick Masons unless the Contractor and/or Subcontractor are signed to an appropriate current Labor Agreement with the Brick Masons. (This provision shall be null and void if the Brick Mason's Union does not have a similar clause in their Agreement).

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HOLIDAY PROVISION

FOR

BRICK TENDER:

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B. Multiple Shifts:

When so elected by the Employer, multiple shifts may be worked for five (5) or more consecutive days, provided that the Union is notified twenty-four (24) hours in advance of the effective date of the starting of such multiple-shifts operation.

On multiple storied buildings the work shifts shall begin and end at street level.

If the Employer elects to work the day shift between 6:40 a.m. and 4:30 p.m., that shift shall work eight (8) consecutive hours, exclusive of lunch period, and other shifts shall work seven (7) consecutive hours, exclusive of lunch period, for which working time workmen on each shift shall receive eight (8) hours pay at straight time rates, Mondays through Fridays. On projects where only two shifts are worked, the Employer may regulate the starting time of the two-shift operation to permit maximum utilization of daylight hours, and each shift shall work seven and one-half (7-1/2) hours, exclusive of lunch period, for which working time workmen on each shift shall receive eight (8) hours pay at straight time rates, Mondays through Fridays.

C. Special Shifts:

It is agreed that the Employer and the Union may mutually agree upon different starting or quitting times for any of the above mentioned shift arrangements.

- D.** Any workman, reporting for work at the regular starting time and for whom no work is provided, shall receive pay for two (2) hours at the stipulated rate for reporting unless he has been notified before the end of his preceding shift not to report, and any employee who reports for work and for whom work is provided shall receive not less than one-half (1/2) day's pay, and if more than one-half (1/2) day is worked in any one day, shall receive not less than a full day's pay, therefore, unless prevented from working for reasons beyond the control of the Employer, including but not limited by such factors as inclement weather, completion of the operation before the end of the day, during which time workmen are not requested to, or required to, remain on the job by the Employer, or his Agent.

E. Make Up Day:

Where the regular employee lacks the necessary hours to complete his forty (40) hours in any one week, on a voluntary basis, the employee may work up to an eight (8) hour straight time shift on Saturday. The make-up day shall apply to special or multiple shift arrangements.

F. Holidays: The following are recognized Holidays:

NEW YEAR'S DAY

MEMORIAL DAY

LABOR DAY

THANKSGIVING DAY

PRESIDENT'S DAY

INDEPENDENCE DAY

VETERAN'S DAY

CHRISTMAS DAY

If any of the recognized Holidays should fall on Sunday, the Monday following shall be considered a recognized Holiday. The Monday before a Holiday falling on a Tuesday and the Friday following a Holiday falling on a Thursday shall be considered a recognized Holiday under this agreement. For the purpose of this agreement, Sunday is considered a Holiday. The overtime rate of pay shall apply to all Holidays.

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TRAVEL AND SUBSISTENCE PROVISION

FOR

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13. Failure to abide by the decision of the Joint Committee or an Arbitrator.
14. Failure to replace depleted cash and/or surety bond, immediately.

ARTICLE XIX EMPLOYEE'S RIGHTS

- A. Workmen and/or Employers shall not be required to sign or execute any documents other than those which they are required to sign or by the terms of this Article.
- B. An Employee shall be required to execute a release and/or waiver or wage lien if the Employee is paid in full in cash or by certified check by his Employer. An Employee who is paid in a manner other than cash or certified check has the option to execute, or refuse to execute, a release and/or waiver of wage lien. No Employee who is paid in a manner other than cash or certified check shall be terminated or discriminated against by the Employer if such Employee refuses to execute a release and/or waiver of wage lien.
- C. It shall not be a breach or violation of this Agreement for workmen singly or collectively to refuse to continue working on a job where a demand violates of Section A or Section B of this Article has been made.
- D. If an Employee uses his own truck or motor vehicle to transport material or equipment for the Employer, or in any way uses said truck or motor vehicle for the benefit of the Employer and his business, said Employer shall be required to pay the Employee not less than Thirty Dollars (\$30.00) per day for the use of said truck or vehicle for each day or portion thereof. (Personal hand tools are an exception.)
Neither shall it be a breach or violation of this Agreement for the Union to decline to allow workmen to continue working on and/or to decline to refer workmen to a job or project where a demand violation of Section A or Section B of this Article has been made, notwithstanding the provisions of Article IX B, No Strike Clause.

ARTICLE XX MISCELLANEOUS

No workmen shall be allowed to contract for labor and/or materials unless he is a C-29 licensed contractor of the State of California.

ARTICLE XXI STEWARD

- A. The Craft Steward shall be a working Employee, appointed by the Union, who shall, in addition to his work as a Mason Tender, be permitted to perform during working hours such of his Union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible and the Employers agree to allow a reasonable time for performance of his proper Union assigned duties. The Union shall notify the Employer, or his Representative, in writing, of the appointment of each Craft Steward. It is recognized by the Employer that the Steward shall remain on the job as long as there is work in a classification, which he performs capably, except that the Employer shall not be required to retain the Steward in